

4/23/2007	I begin working sporadic calls at Fox.
12/2007	Adina informs IATSE Local 927 Business Agent that my father is on the Fox board.
4/13/2008	I become Union Steward at Fox.
7/15/2008	Local files Grievance #1 against Fox for "turnaround"
7/15/2008	Local discovers that Fox altered payroll reports in support of their denial of Grievance #1 and we file Grievance #2.
7/19/2008	My dad tells me on the phone that a "red flag" has been raised at the Fox about a potential conflict of interest.
8/05/2008	Daddy writes to board, offering to resign.
9/05/2008	Local Business Agent and I meet at Fox with Adina and production manager Andrew Nielsen at 10:30 AM, following which the Fox accedes to Grievance #1.
9/16/2008	Fox board rules "no conflict of interest."

ROBERT L. FOREMAN JR.
505 WOODBROOK WAY
LAWRENCEVILLE, GEORGIA 30043
770 962 2770

August 5, 2008

By Hand

Mr. Robert Minnear
The Fox Theatre

Re: The Fox Conflict of Interest Policy

Dear Bob:

I am writing at the suggestion of Alan Thomas.

My son, Robert Foreman III, is a member of the Stagehands Union, IATSE 427, and, as such, is often called to work at the Fox. He also, from time to time, works at other area venues such as the Cobb Energy Center.

As you know, the Stagehands are not Fox employees.

Back in April, he was appointed by the Union Business Agent to the position of Stage Steward and continues to serve in that position. I did not learn of this appointment until Alan mentioned it to me. Neither Andrew Nielsen, our Production Manager, nor either of his assistants, has mentioned to me Robert's service at the Fox.

Based on what Robert tells me of his functions as Stage Steward, it is possible, although it seems to me unlikely, that he might have face to face contact with Andrew in a grievance procedure meeting, but I believe that is the only situation where possible Union opposition to the Fox's position could occur.

If you feel that a conflict exists and that one of us should relinquish our position, please recommend that I do so [rather than Robert] because I do not want to hinder Robert's progress in his work at the Fox or elsewhere.

Let me know if I can supply any further information.

With kindest regards,

August 15, 2008

To: Adina Alford, Andrew Nielsen

From: Neil Gluckman

Re: Grievance on the payroll issues arising from Oklahoma/Ailey Camp

This is a formal grievance based on the information received from the Andrew Nielsen in response to the Union's grievance concerning the pay for Oklahoma and Ailey Camp. The union became aware of inconsistencies in the payroll reports that were provided by the Fox on Thursday, August 7. After consultation with various people, we contacted Adina Alford in a good faith attempt to resolve this issue. On Thursday, August 14, Adina Alford and Andrew Nielsen initiated a call to discuss this matter. The results of the call further muddled the waters and did not resolve the issue. To preserve the time requirements set forth in our agreement, the Union must now file this grievance.

The facts of this case are as follows.

On July 1, the Fox management generated payroll reports for the Union on Oklahoma and Ailey Camp. The payroll reports printed on July 1, 2008 for Ailey Camp read "Payroll Prepared by: ANDREW". Robert Foreman, the Union Steward, picked up the payroll reports on July 5. At the time he spoke to members of production management concerning the issues of turnaround. On July 7, Mr. Foreman spoke to Neil Gluckman. Mr. Gluckman then spoke to production management about this issue. On July 10, the Union, in its attempt to follow the contract, filed a grievance on this issue. On July 15, the Andrew Nielsen sent to the Union a response to the grievance. In his response, Mr. Nielsen, wrote:

"For ease of discussion, the Fox will refer only to Gary Cameron's payroll to outline how this was paid. In addition, please refer to the **final** payroll sheets for *AileyCamp* that are included in this fax."

Attached to the fax are three payroll reports for Ailey Camp 2008. The payroll reports are printed on July 15, 2008. All three payroll reports state "Payroll Prepared by: ANDREW". As noted above, Andrew Nielsen asked that we "refer only to Gary Cameron's payroll to outline how this was paid."

On Monday August 4, the parties met in the required step three grievance meeting. On August 5, Neil Gluckman called Adina Alford and left a message expressing concern that the meeting did not seem to be a good faith effort to resolve the grievance. On August 6, Andrew Nielsen called Neil Gluckman to discuss the reasoning behind his position. At that time, Mr. Gluckman informed Mr. Nielsen that he would take this information back to the Union Members who initiated the grievance and that the Union would then decide how to move forward.

On August 7, Mr. Gluckman met with Gary Cameron and Robert Foreman to discuss the status of the grievance. In the process of reviewing the paperwork, we found that the payroll submitted to the Union on July 1 was not the same as the payroll referenced in the grievance response on July 15. There is one significant change. That is to the payroll of Gary Cameron. As noted above, Andrew Nielsen based his response solely on the payroll of Gary Cameron. Thus, it appears that Mr. Nielsen changed the payroll and then used the specific change as the basis for his explanation of the Fox position.

On August 13, Neil Gluckman informed Adina Alford about concerns with the payroll reports. She said that she would look into the matter. On Thursday, July 14, Adina Alford and Andrew Nielsen, together, called Neil Gluckman to respond to his concerns expressed on the 13th. Andrew Nielsen tried to explain how the Fox calculated and apportions payroll to its clients and how the payroll reports presented to the Union represent a consolidation of several factors. He stated that the payroll prepared on July 1 was not done by him but by Rebecca Graham and that the payroll generated on the 15th was simply a correction of her error. On the July 1 payroll report provided to the Union steward, there were several names highlighted in blue marker. These indicated the changes between the Union payroll and the Fox payroll. This is the procedure that the Fox has established to inform the Union of changes to the Union payroll. The payroll report from July 15 has no such notation. He also claimed that the use of the word “final” was sufficient evidence that the payroll had been altered. He also spoke about the report being the “final payroll” and that the report given to the Union for shows involving turn around is not for the payroll department at all but is a tool created by production management for the sole use of the Union. At no time in the past has the Fox ever referred to the payroll report presented to the Union as a Final payroll nor have they changed the payroll during a grievance process. Finally, the report that Andrew Nielsen refers to as a “Final payroll” is not the actual paperwork given to the payroll department. As such, calling it a “final payroll” is arbitrary at best. These are all evidence of not acting in good faith.

Neil Gluckman disagreed with the position espoused by Andrew Nielsen. Mr. Gluckman cited the contract that says the Fox has an obligation to inform the union of changes in the payroll. Specifically this is Article X, V:

- (V) The Union shall provide the Employer with its payroll report promptly after the conclusion of a call, show or event. The Employer shall thereafter promptly provide the Union with a copy of its final payroll report,

Article X, V is new language added to the current agreement in 2007. It was added to take away questions about the payroll process. In this case, Article X, V was ignored.

As we have additional issues at stake here, the Union deems it necessary to file this grievance to investigate this situation and the violation of Article X, V.

In closing, the Union now informs the Fox of its intent to proceed to Arbitration in the initial grievance concerning Oklahoma and Ailey Camp. We have serious good faith issues that taint the process and that need to be addressed.



September 5, 2008

Mr. Neil Gluckman
Business Agent
IATSE Local 927
659 Auburn Ave., NE #262
Atlanta, GA 30312

Dear Neil:

Per our discussions on September 5, 2008 we have reached the following understanding in an effort to encourage better relations between The Fox Theatre and Local Union No. 927.

As it pertains to the Grievance dated July 10, 2008 regarding the payroll for Ailey Camp, the Union has agreed to withdraw this grievance with the following understandings:

- The Fox will pay the referrals based upon the Union's interpretation of the contract.
- The Union will withdraw their request with FMCS to move forward with the Step 4 Grievance Arbitration process on this issue.
- Although the Union has the right to pursue the Grievance process on future matters dealing with turnaround, it is agreed that any grievance filed surrounding similar turnaround circumstances, will be deferred until both parties have agreed to and signed a new Collective Bargaining Agreement. Within 15 calendar days from the signing of this agreement, the Union may proceed to the grievance process for any deferred grievances of this matter.

As it pertains to the Grievance dated August 15, 2008, regarding the violation of contract article X(V), the Union agrees to withdraw this grievance.

Both parties agree that the above understandings were reached in a non-precedental manner. If this letter of understanding is acceptable to the Union, please sign it and return it to the Fox Theatre via facsimile at (404) 881-2034.

Thank you for your time and consideration.

Sincerely,
Adina Erwin

For the Fox Theatre:

Adina Erwin
Assistant General Manager

For the Union:

Neil Gluckman
Business Representative

cc: Allan Vella, Andrew Nielsen, Steve Ensor

[ii] Mr. Foreman's son, Robert L. Foreman III, is a member of the Stagehands Union, IATSE 427, from time to time works at the Fox and has been appointed by the Union Business Agent to the position of Stage Steward. As such, it is possible that he may come in contact with the Fox representing the Union's position in a grievance matter; Ms. Erwin mentioned that this had occurred in the past with other stewards. Mr. Minnear stated that he saw no problem with this under our Conflicts of Interest Policy, and the Executive Committee unanimously agreed.